

RECORDATION NO.

10463 A
FILED 1405

AUG 5 1987 -2 45 PM

INTERSTATE COMMERCE COMMISSION

BENEFICIAL LEASING GROUP, INC.
200 Beneficial Center
Peapack, New Jersey 07977

August 5, 1987

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Attention: Room 2303

8/5/87
10:00
Washington, D.C.

Dear Secretary McGee:

Enclosed for recordation under the provisions of 49 U.S.C. § 11303(a) and 49 C.F.R. Part 1177 are the original and one executed and acknowledged copy of a Bill of Sale, Assignment and Assumption dated as of August 5, 1987, between Beneficial Leasing Group, Inc. (Lessor/Seller) and Westinghouse Credit Corporation (Purchaser) relating to railway equipment currently leased to American Cyanamid Company.

The primary document to which the enclosed document is connected is recorded under Recordation No. 10463. We request that the enclosed document be cross-indexed.

The names and addresses of the parties to the documents are as follows:

Lessor/Seller: Beneficial Leasing Group, Inc.
200 Beneficial Center
Peapack, New Jersey 07977

Purchaser: Westinghouse Credit Corporation

One Oxford Centre
Pittsburgh, Pennsylvania 15219

A description of the equipment covered by the document is as follows: One hundred seventy-five (175) 4,750 cubic foot covered hopper cars -- seventy-five (75) of which were manufactured by Pullman, Inc., marked and numbered MBFX 4750 through 4824, both inclusive; and one hundred (100) of which were manufactured by Trinity Industries, Inc., marked and numbered MBFX 4825 through 4924, both inclusive. As indicated on Attachment 1 hereto, the reporting marks on several of these cars recently has been changed.

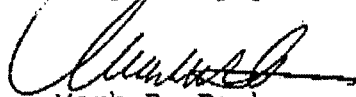
A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

L. John Osborn, Esq.
Verner, Liipfert, Bernhard, McPherson and Hand,
Chartered
1660 L Street, N.W., Suite 1000
Washington, D.C. 20036

A brief summary of the enclosed document is as follows: In accordance with the Bill of Sale, Assignment and Assumption between Beneficial Leasing Group, Inc. ("Beneficial"), 200 Beneficial Center, Peapack, New Jersey 07977, and Westinghouse Credit Corporation ("Westinghouse"), One Oxford Centre, Pittsburgh, Pennsylvania 15219, dated as of August 5, 1987, Beneficial has assigned to Westinghouse all of Beneficial's right, title, and interest in 175 covered hopper cars, currently leased by American Cyanamid Company.

The undersigned is an executive officer of the
Lessor/Seller having knowledge of the matters set forth
herein.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Mark R. Decker', written over a horizontal line.

Mark R. Decker
Vice President and General
Counsel

Enclosures

Attachment 1

<u>FROM</u> <u>MBFX</u>	<u>TO</u> <u>BN</u>	<u>FROM</u> <u>MBFX</u>	<u>TO</u> <u>BN</u>
4850	459750	4893	459792
4851	459751	4894	459793
4852	459752	4895	459794
4853	459753	4896	459795
4854	459754	4897	459796
4855	459755	4898	459797
4856	459756	4899	459798
4857	459757	4900	459799
4858	459758	4901	459800
4859	459759	4902	459801
4860	459760	4903	459802
4861	459761	4904	459803
4862	459762	4905	459804
4863	459763	4906	459805
4864	459764	4907	459806
4865	459765	4909	459807
4866	459766	4910	459808
4867	459767	4911	459809
4868	459768	4912	459810
4869	459769	4913	459811
4870	459770	4914	459812
4871	459771	4915	459813
4872	459772	4916	459814
4873	459773	4917	459815
4874	459774	4918	459816
4875	459775	4919	459817
4876	459776	4920	459818
4877	459777	4921	459819
4878	459778	4922	459820
4879	459779	4923	459821
4880	459780	4924	459822
4881	459781		
4882	459782		
4883	459783		
4884	459784		
4885	459785		
4886	459786		
4888	459787		
4889	459788		
4890	459789		
4891	459790		
4892	459791		

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INTERSTATE COMMERCE COMMISSION

[American Cyanamid]

BILL OF SALE, ASSIGNMENT AND ASSUMPTION

BILL OF SALE, ASSIGNMENT AND ASSUMPTION dated as of August 5, 1987 ("Agreement") between BENEFICIAL LEASING GROUP, INC., a Delaware corporation ("Seller"), and WESTINGHOUSE CREDIT CORPORATION, a Delaware corporation (the "Purchaser").

W I T N E S S E T H:

WHEREAS, pursuant to a Purchase Agreement dated as of August 5, 1987 (the "Purchase Agreement") Seller has agreed to sell, and Purchaser has agreed to purchase, certain assets and beneficial interests;

WHEREAS, Purchaser has agreed to assume related liabilities; and

WHEREAS, Seller and Purchaser desire to complete as of the date hereof the sale of the assets identified on Schedule A hereto (such assets being hereinafter referred to as the "Assets").

NOW, THEREFORE, in consideration of the mutual premises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

ARTICLE I

Sale, Assignment and Assumption

Section 1.01. Sale and Assignment. (a) Except as set forth in Section 1.01(b) with respect to insurance matters, Seller, as of the date hereof, hereby unconditionally and irrevocably assigns, transfers, sells and conveys to the Purchaser all of its right, title and interest (i) in and to the Assets, and (ii) in, to and under the documents and agreements listed on Schedule B hereto (the "Lease Transaction Documents"), excluding, however, in each case any claim, cause of action or other right to payment in favor of Seller under the Lease Transaction Documents arising from any act or event occurring and relating to any period ending prior to the date hereof (the "Closing Date") or contract provision requiring payment prior to the Closing Date and relating to the ownership or leasing of the Assets, other than a casualty loss with respect to the Assets which Purchaser has purchased without diminution of the purchase price therefor on account of such casualty loss.

(b) Seller hereby assigns to Purchaser all proceeds of insurance against loss or damage to the Assets to which it is entitled under insurance policies required to be maintained under the Lease Transaction Documents, except insurance proceeds payable in connection with any losses arising out of or based upon any act or event occurring and relating to any period ending prior to the Closing Date (other than insurance proceeds payable in connection with a

casualty loss with respect to the Assets which Purchaser has purchased without diminution of the purchase price therefor on account of such casualty loss).

Seller hereby agrees that in the event that the Purchaser shall suffer any such loss as to which Purchaser shall be entitled to insurance proceeds, Seller will cooperate with Purchaser in obtaining the insurance proceeds payable in respect of such loss, and that to the extent that such proceeds are paid by the insurance carrier to Seller, Seller will promptly pay over the same to Purchaser, and Purchaser hereby agrees that any insurance proceeds received by the Purchaser in excess of such loss incurred by it shall be refunded promptly to Seller.

(c) The sale and assignments described in Section 1.01(a) and Section 1.01(b) are hereinafter referred to as the "Assignment".

Section 1.02. Assumption. Purchaser, as of the date hereof, hereby (i) accepts the Assignment, (ii) agrees to be bound by all the terms of the Lease Transaction Documents, and (iii) unconditionally and irrevocably undertakes, accepts and assumes all of Seller's obligations and liabilities contained in or pursuant to the Lease Transaction Documents (the "Assumption").

Section 1.03. Confirmation. Purchaser hereby confirms and agrees that it shall be deemed to be (i) a party to the Lease Transaction Documents to which Seller was

a party and (ii) the party named as the Lessor in the Lease Transaction Documents.

ARTICLE II

Representations and Warranties of Seller

Section 2.01. Seller hereby represents and warrants as follows as of the date hereof:

(a) Valid Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware with full corporate power and authority to enter into and perform the transactions contemplated hereby.

(b) Execution. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary corporate action of Seller and this Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms.

ARTICLE III

Representations and Warranties of Purchaser

Section 3.01. Purchaser hereby represents and warrants as follows as of the date hereof:

(a) Valid Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware with full corporate power and authority to enter into and

perform the transactions contemplated by each of the Lease Transaction Documents and hereby.

(b) Authorization. The execution, delivery and performance of this Agreement and the performance of the duties under each of the Lease Transaction Documents by Purchaser have been duly authorized by all necessary corporate action on the part of Purchaser and this Agreement has been duly executed and delivered by Purchaser and each of this Agreement and each of the Lease Transaction Documents constitutes the legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms.

(c) Purchaser's Net Worth. Purchaser is a solvent corporation and has a net worth of at least \$100,000,000, determined in accordance with generally accepted accounting principles consistently applied.

ARTICLE IV

Miscellaneous

Section 4.01. Further Assurances. Upon written request of Purchaser, Seller at any time and from time to time will promptly execute and deliver to Purchaser, without further consideration but without expense to Seller, such other and further instruments of conveyance, assignment and transfer and other documents, and take such further action, as Purchaser may reasonably request for the more effective conveyance, assignment and transfer to Purchaser of the

Assets or in order to obtain the full benefits of this Agreement.

Section 4.02. Purchaser as Attorney-in-Fact.

Seller hereby makes, constitutes and appoints Purchaser the true and lawful attorney-in-fact of Seller, with full power of substitution, in the name, place and stead of Seller, but on behalf and for the benefit of Purchaser, to demand and receive any and all of the aforesaid properties, assets, rights and interests of Seller, and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute, prosecute, appear in, defend and appeal in the name of Seller, or otherwise, at the expense and for the benefit of Purchaser, any and all actions, suits and proceedings at law, in equity or otherwise, which Purchaser may deem proper in order to collect or reduce to possession any of the aforesaid properties, assets, rights and interests of Seller and/or in order to collect or enforce any claim or right of any kind hereby sold, conveyed, assigned and transferred, or to resist or defend against any claim, debt, obligation, liability or assertion of a liability assumed by Purchaser, or intended so to be, and to do all acts and things in relation to the properties, assets, rights, interests, liabilities and obligations which Purchaser shall deem desirable, Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by any act of Seller, or by its winding up and dissolution, or in any

other manner or for any reason whatsoever; provided, however, that this appointment of Purchaser as the true and lawful attorney-in-fact of Seller shall not be effective as to any claim, cause of action or other right to payment in favor of Seller under the Lease Transaction Documents arising from any act or event occurring and relating to any period ending prior to the Closing Date or contract provision requiring payment prior to the Closing Date and relating to the ownership or leasing of the Assets, other than a casualty loss with respect to the Assets which Purchaser has purchased without diminution of the purchase price therefor on account of such casualty loss.

Section 4.03. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 4.04. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by overnight courier service or mailed by certified or registered mail with postage prepaid, return receipt requested, or sent by telex, telegram, cable or facsimile or other electronic transmission (confirmed by such mail or courier service, provided that the failure so to confirm shall not affect the validity of such communication), addressed as set forth on the signature pages hereof or at such other address as any party hereto may designate by notice duly given in accordance with this Section 4.04 to

the other parties hereto. Notice shall be deemed to have been given when received.

Section 4.05. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

Section 4.06. Amendments and Waivers. No amendment or waiver of any provision hereof shall in any event be effective unless the same shall be in writing and signed by the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

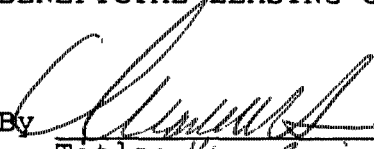
Section 4.07. Severability. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be so affected only to the extent of such prohibition or unenforceability without affecting the validity or enforceability of the remaining provisions hereof or affecting the validity or enforceability or such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale, Assignment and Assumption to be executed by their respective officers thereunto duly authorized and their respective seals to be affixed hereto as of the date and year first above written.

BENEFICIAL LEASING GROUP, INC.

[SEAL]

By

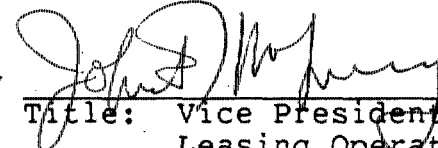

Title: Vice President

Address: 200 Beneficial Center
Peapack, New Jersey 07977
Attention: President

WESTINGHOUSE CREDIT CORPORATION

[SEAL]

By


Title: Vice President,
Leasing Operations

Address: One Oxford Centre
Pittsburgh, Pennsylvania 15219
Attention: Vice President,
Leasing Operations

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On this 5th day of August, 1987, before me personally came Mark R. Decker to me known, who being by me duly sworn, did depose and say that he resides at 79 Park Avenue, Maplewood, NJ 07040; that he is the Vice President of Beneficial Leasing Group, Inc., the corporation described in, and which executed, the above instrument; and that he signed the same as the act of said corporation by order of the Board of Directors of said corporation; and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Channabel Latham
Notary Public

CHANNABEL LATHAM
Notary Public, State of New York
No. 41-4889335
Qualified in Queens County
Cert. filed in New York County
Commission Expires April 13, 1989

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

On this 5th day of August, 1987, before me personally came John F. McEnery to me known, who being by me duly sworn, did depose and say that he resides at 1567 Riverside Road, Verona, PA 15147; that he is the Vice President, Leasing Operations of Westinghouse Credit Corporation, the corporation described in, and which executed the above instrument; and that he signed the same as the act of said corporation pursuant to a general resolution of the Board of Directors of said corporation; and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

Channabel Latham
Notary Public

[American Cyanamid]

EXHIBIT A
TO BILL OF SALE, ASSIGNMENT AND ASSUMPTION
BETWEEN BENEFICIAL LEASING GROUP, INC. AND
WESTINGHOUSE CREDIT CORPORATION
DATED AS OF AUGUST 5, 1987

The Assets:

The "Equipment", as defined in the Lease of Railroad Equipment dated as of April 12, 1979, between Beneficial Leasing Group, Inc., and American Cyanamid Company, but as limited as follows:

175 4,750 cubic foot covered hopper cars. Manufactured by Pullman Standard are cars with the following markings: MBFX 4750 through MBFX 4824, both inclusive. Manufactured by Trinity Industries are cars with the following markings: MBFX 4825 through MBFX4849, both inclusive, MBFX 4887, MBFX 4908 and BN 459750 through BN 459822, both inclusive. (The hopper cars with "BN" markings formerly had "MBFX" markings as indicated on Schedule 1 annexed to this Exhibit A.)

Schedule 1 to Exhibit A

<u>FROM</u> <u>MBFX</u>	<u>TO</u> <u>BN</u>	<u>FROM</u> <u>MBFX</u>	<u>TO</u> <u>BN</u>
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4888	459787		
4889	459788		
4890	459789		
4891	459790		
4892	459791		

AMERICAN CYANAMID

FILE INDEX

PARTIES:

Lessor: Beneficial Leasing Group, Inc.
Lessee: American Cyanamid Company
Lender: Treasurer of the State of North Carolina
Bank: Midlantic National Bank

File One

Binder Documents:

- (1) Lease of Railroad Equipment, dated as of April 12, 1979, between Beneficial Leasing Group, Inc. (Lessor) and American Cyanamid Company (Lessee). (C)*
- (2) Loan and Security Agreement, dated as of May 31, 1979, between Beneficial Leasing Group, Inc. (Debtor) and the Treasurer of the State of North Carolina (Lender). (C)
- (3) Depository-Disbursement Agreement, made as of May 31, 1979, between and among the Treasurer of the State of North Carolina (Treasurer), Midlantic National Bank (Bank) and Beneficial Leasing Group, Inc. (Lessor) (C)
- (4) 9-3/4% Secured Promissory Notes:
 - (4A) No. 1 for \$2,212,421.25 due Sept. 1, 1994 (6/15/79). (O)
 - (4B) No. 2 for \$1,032,463.25 due Sept. 1, 1994 (6/22/79). (O)
 - (4C) No. 3 for \$1,917,431.75 due Sept. 1, 1994 (6/29/79). (O)

* (C) indicated photocopy; (O) indicates signed original; (U) indicates unsigned photocopy.

- (4D) Stock or Bond Power showing transfer of \$4,407,656.60 bonds of Beneficial Leasing to The Franklin Life Insurance Company (12/9/83) (O)
- (5) Assignment of Lease and Rentals (5/31/79). (C)
- (6) Purchase Order Assignment ("Pullman") (4/12/79). (C)
- (7) Purchase Order Assignment ("Trinity") (4/12/79). (C)
- (8) Opinion of Kantor, Davidoff, Winston & Feber, special counsel for Lender (6/15/79). (C)
- (9) Opinion of David R. Wood, counsel to Pullman Standard (6/15/79). (C)
- (10) Appraisal of Janney Montgomery Scott, Inc. Re: Residual value of equipment (4/16/79). (C)
- (11) Opinion of James I. Wyer, General Counsel for Cyanamid (6/15/87). (C)
- (12) Certificates of the Department of State of North Carolina, respectively dated (4/18/79) and (4/31/79). (C)
- (13) Consent and Agreement ("Pullman") (6/6/79). (C)
- (14) Consent and Agreement ("Trinity") (4/12/79). (C)
- (15) Memorandum and Certificate of Insurance (6/21/79). (C)
- (16) Acceptance of Delivery of Equipment Certificates dated June 15, June 22 and June 29, 1979. (C)
- (17) Certificates of Secretary of Cyanamid, dated June 15, June 22 and June 29, 1979. (C)
- (18) Beneficial Leasing Letters authorizing disbursement of proceeds from the Notes to Pullman Standard, dated June 15, June 22 and June 29, 1979. (C)
- (19) Opinion Letters of Lowenthal, Landau, Fischer & Singer, P.C., dated June 15, June 22 and June 29, 1979 with respective certificates from an officer of Beneficial Leasing. (C)
- (20) Letter Agreements between Cyanamid and Beneficial Leasing:

- (20A) Re: Acceptance of conditions under Lease (4/12/79).
(C)
- (20B) Re: Satisfaction of conditions. (Pullman)
(6/11/79). (C)
- (20C) Re: Satisfaction of conditions. (Trinity)
(6/22/79). (C)
- (20D) Re: Satisfaction of conditions. (Trinity)
(6/29/79). (C)
- (21) Opinion letters dated June 22 and June 29, 1979 of
Locke, Purnel, Boren, Laney & Neely, counsel to
Trinity Industries, Inc. (C)
- (22) Invoices dated June 15, June 22 and June 29, 1979 of
Railway Marketing Corp. Re: Hopper Cars. (C)
- (23) Beneficial Leasing Incumbency Certificates, dated
June 22 and June 29, 1979. (C)
- (24) Opinion letters of Kane & Kim, counsel for Railway
Marketing Corp., dated June 13, June 22 and June 29,
1979. (C)
- (25) Certificates of Vice President of Beneficial Leasing
Group, Inc., dated June 15, June 22 and June 29,
1979. (C)
- (26) Bills of Sale ("Trinity") (6/22, 6/29/79). (C)
- (27) Bill of Sale ("Pullman") (6/18/79). (C)
- (28) Letter of Allen Hart, Re: Depository Disbursement
Agreement (6/15/79). (C)
- (29) Amendment of Depository-Disbursement Agreement,
dated as of December 21, 1983, between and among the
Treasurer of the State of North Carolina (Trea-
surer), Midlantic National Bank (Bank), Beneficial
Leasing Group, Inc. (Lessor) and The Franklin Life
Insurance Company (Franklin). (O)
- (30) Restated and Reissued 9-3/4% Secured Notes (3/19/84)
to The Franklin Life Insurance Company. (C)
- (31) Assignment, dated as of December 21, 1983, from the
Treasurer of the State of North Carolina (Assignor)
to The Franklin Life Insurance Company (Assignee).
(O)

- (31A) Letter from Treasurer of State of North Carolina confirming his status. (2/27/84). (O)
- (31B) Letter whereby The Franklin Life Insurance Company acknowledges receipt of the Notes. (3/19/84). (O)
- (31C) Evidencing of the filing of the Assignment of the Notes with the ICC in Washington, D.C. (5/10/84). (O)

File Two

- (32) Allen Hart Report of Lease Assumptions and Results for Cyanamid (1/6/79). (O)

Credit/Financials

- (33) Annual Reports for 1979, 1980, 1984, 1985 and 1986.
- (34) 1981 Report of Annual Meeting of Stockholders and 1st Quarter Interim Financial Statements.
- (35) 1985 Stockholders Annual Meeting and 1st Quarter Interim Financial Statements.
- (36) 1985 Second Quarter Interim Report.
- (37) 1985 Remarks before the Boston Society of Security Analysts.
- (38) 1986 Report of Annual Meeting of Stockholders and 1st Quarter Interim Financial Statements.
- (39) 1986 2nd Quarter Interim Report.
- (40) 1986 Remarks before the Financial Analysts of Philadelphia, Inc.
- (41) 1987 Report of Annual Meeting of Stockholders and 1st Quarter Interim Financial Statements.
- (42) Barron's News Article (2/11/85).
- (43) Forms 10-K: 1979, 1980 and 1984. (C)
- (44) Forms 10-Q; For the Quarters ended: Sept. 30, 1975, March 31, 1980, Sept. 30, 1980, March 31, 1987, and June 30, 1987. (C)
- (45) Annual Statement of Assets & Liabilities for 1978-1980.

- (46) Memorandum dated 5/19/86 Re: 1985 Annual Report.
(C)

Equipment:

- (47) Pencil notes and figures.
- (48) Helm Analysis of rail equipment residual portfolio (12/12/85).
- (49) Cyanamid letter Re: condition of Lease equipment (8/1/84). (C)
- (50) Cyanamid Letter Re: conditions of residual portfolio (2/1/85). (C)
- (51) Beneficial requests for information Re: equipment (6/25/85). (C)
- (52) Cyanamid letters Re: conditions of equipment (2/1 and 8/1/86). (C)

Insurance:

- (53) Beneficial letters Re: reminder to renew insurance (12/9/85 and 6/4/86).
- (54) Insurance Binder (2/5/82). (O)
- (55) Revised Insurance Certificates. (O)
- (56) Insurance Binders (1/22/85) (1/30/86).
- (57) Memo summarizing coverage (4/24/85).

Correspondence:

- (58) Lease Position Report (7/16/84).
- (59) Memo Re: Transfer of Notes (3/20/84).
- (60) Memorandums Re: Canadian Use & Sublease of cars issues dated 4/28/86, 5/19/86, 6/2/86, 6/10/86, 6/13/86 and 11/6/86.
- (61) Pencil notes Re: Canada use & sublease issues
- (62) Letter acknowledging receipt of Notes dated 3/15/84.
- (63) Letters Re: Receipt and filing of the Assignment to The Franklin Life Insurance Company dated 4/9/84, 4/27/84, 5/1/84 and 5/29/84.

- (64) Letter from Beneficial Re: maintenance and return provisions (5/21/86).
- (65) Cyanamid letter Re: status of cars (5/27/86).
- (66) Franklin letter Re: subleasing cars (6/12/86). (O)
- (67) Beneficial letter Re: Terms and conditions of Subleasing (6/12/86).
- (68) Suggested modifications for car lease.
- (69) Beneficial letter Re: requirements to sublease (6/17/86).
- (70) Cyanamid Letters Re: car leases dated 6/9/86 and 9/3/86.
- (71) Model of Car Lease Agreement.

Miscellaneous

- (72) Cynamid Letters Re: Condition of Equipment 7/22/81, 1/25/82, 8/5/82, 8/9/83, 8/1/84, 2/1/86.
- (73) Memos. Re: Legalization in NC. 2/19/81. (C)
- (74) BLG Letter to NC State Treasurer 3/9/81. (C)
- (75) Allen Hart letter Re: Credit 1/8/79. (C)
- (76) Railway Terms of Lease 3/12/79. (C)
- (77) Refco Letter of Agreement of Terms (3/21/79). (U)
- (78) Allen Hart Letter Re: Delivery of Cars 4/11/79. (O)
- (79) Opinion of Janney Montgomery 4/16/79.
- (80) Cynamid Agreement Re: Satisfaction of Lease Conditions 6/29/79. (C)
- (81) Cynamid Schedule of
 - a. Repayment
 - b. Receipt & Disbursements
 - c. Rents due.

- (82) Invoices
 - a. Trinity
 - b. Pullman
 - c. Railmark
 - d. Allen Hart.
- (83) Letters from Allen Hart Re: Disbursements.